

## Agreement Regarding Membership Interest in 5A Aggregate LLC

This Agreement Regarding Membership Interest in 5A Aggregate LLC (this “Agreement”) is entered into effective as of the 21st day of December, 2023 (“Effective Date”), by and between SWM Equipment, LLC (“SWM”); Richard Stokes (“Richard”); Eddie Stokes (“Eddie”); and Chad Hrbek, (“Chad”) (SWM, Richard, Eddie and Chad are collectively referred to hereinafter as the “5A Members”); and J L C Investments, LLC (“Buyer”).

### RECITALS

Whereas, as of the date of this Agreement, 100% of membership interests (“Membership Interest”) in 5A Aggregate LLC (“Company”) are owned and held by the 5A Members as set forth on Exhibit A to this Agreement.

Whereas, as of the Effective Date, the approximate value of the Membership Interest is \$10.00.

Whereas, the 5A Members desire to sell, and the Buyer desire to purchase, 100% of their Membership Interests in the Company (collectively, the “Membership Interest”), on the terms and conditions contained in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated by reference herein and shall be deemed to be a substantive part of this Agreement, and the payments and mutual covenants, promises, agreements, representations and warranties hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree:

1. Assignment of Membership Interest in Company. The 5A Members agree to sell, and, the Buyer agrees to purchase, all the Membership Interest in the Company. On the terms and conditions set forth in this Agreement. At Closing, the 5A Members will transfer the Membership Interest to the Buyer by executing assignments (the “Assignments”) in the form attached hereto and incorporated herein as Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

2. Payment of Purchase Price for the Membership Interest.

(a) The purchase price (the “Purchase Price”) for the Membership Interest shall be Ten Dollars and No Cents (**\$10.00**). The Purchase Price shall be allocated to the 5A Members based on their pro rata share as follows:

SWM	\$4
Richard	\$2
Eddie	\$2
Chad	\$2

(b) the 5A Members hereby represent and warrant that they own the Membership Interest free and clear of any liens or other interests, that no other person has any right or option to purchase or otherwise obtain the Membership Interest and that they have not previously assigned or otherwise transferred or conveyed such Membership Interest. Notwithstanding the foregoing, the Company posted a bond for the Mining Permit. The bond is part of the property owned by the Company.

3. Amendment to Operating Agreement of Company. Consistent with the foregoing, the Operating Agreement of Company shall be amended in the form attached to this Agreement as Exhibit C.

4. Representations and Warranties by 5A Members. 5A Members represents and warrants to the Buyer as follows:

4.1 Good Standing. The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Colorado. The Company has no subsidiaries and no direct or indirect ownership interest in any corporation, partnership, joint venture, limited liability company, limited liability partnership, association, or other entity.

4.2 Authority. 5A Members have the authority to execute this Agreement and to consummate the transactions provided for herein and to the best of the 5A Members knowledge no consents or governmental approvals are required in connection with the transactions except as set forth in Section 15 of this Agreement. No provision contained in the Operating Agreement, nor any resolution of the Company limits or otherwise restricts any of the acts or actions which will be necessary to complete the transaction provided for herein.

4.3 No Violation of Obligations. The execution and delivery of this Agreement, and the consummation of the transactions provided for herein, will not violate any agreement or commitment made by 5A members or the Company (other than the transfer terms set forth in the mining permit owned by the Company), of any requirement binding on 5A Members or the Company respectively, including, without limitation, any lease, contract, loan agreement, promissory note, franchise agreement, court order, judgment, regulatory ruling, or arbitration award.

4.4 Membership Interest. 5A Members have good and merchantable title to the Membership Interest.

4.5 Absence of Liens. The Membership Interest will be transferred free and clear of any liens.

4.6 Litigation. 5A Members are not a party to any litigation with respect to the Membership Interest, nor to the best knowledge of 5A members any litigation threatened or pending. The 5A Members are not aware of any facts or circumstances which would give rise to any claim affecting the 5A Members or the authority of the 5A Members to consummate the transactions provided for herein.

4.7 Complete Disclosure. This Agreement, and the agreements and instruments related hereto, do not contain any untrue statement of a material fact by the; this Agreement and such related agreements and instruments do not omit to state any material fact necessary in order to make the statements made herein or therein by the 5A

Members in the light of the circumstances under which they are made, not misleading.

4.8 Liabilities. The 5A Members shall pay all liabilities which accrue after the purchase of the Membership Interest as and when due. The 5A Members shall hold Buyer harmless from any and all liabilities associated with or owed by the Company as of prior to the Closing Date.

5. Representations and Warranties by Buyer. Buyer represents and warrants as follow:

5.1 No Violation of Obligations. The execution and delivery of this Agreement, and the consummation of the transactions provided for herein, will not violate any agreement or commitment made by Buyer, of any requirement binding on Buyer, including, without limitation, any lease, contract, loan agreement, promissory note, franchise agreement, court order, judgment, regulatory ruling, or arbitration award.

5.2 Liabilities. Buyer shall pay all liabilities which accrue after the purchase of the Membership Interest as and when due. Buyer shall hold the 5A Members harmless from any and all liabilities associated with or owed by the Company as of the Closing Date.

5.3 Complete Disclosure. This Agreement, and the agreements and instruments related hereto, do not contain any untrue statement of a material fact by the Buyer; this Agreement and such related agreements and instruments do not omit to state any material fact necessary in order to make the statements made herein or therein by the Buyer in the light of the circumstances under which they are made, not misleading.

6. Conditions to Closing. The obligations of the parties to close the transactions provided for herein are subject to the following conditions as well as to any other conditions, express or implied, in this Agreement.

6.1 5A Member Conditions. The obligations of 5A Members are subject to the following conditions: all representations, warranties, covenants, and other agreements contained herein on the part of Buyer will be correct at the time of Closing.

6.2 Buyer Conditions. The obligations of Buyer are subject to the following conditions: all representations, warranties, covenants, and other agreements contained herein on the part of the 5A Members will be correct at the time of Closing.

6.3 4LG LLC. 4LG LLC owns certain real property in Arapahoe County ("Property") as more particularly described in the Contract to Buy and Sell Real Estate dated December 6, 2023 by and between Buyer and 4LG LLC ("Contract"). Prior to Closing under the Contract, 4LG LLC is distributing the Property to SWM, Richard, Eddie and Chad. The Closing on this transaction herein is contingent on Buyer purchase of the Property under the Contract simultaneously with the Closing hereunder.

7. Indemnification. The parties hereto agree to indemnify one another as follows:

7.1 Obligation to Indemnify. Each party will indemnify each other party and his/their successors, assigns and agents from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to attorneys' fees and other expenses of investigation and defense of any claims of actions) (collectively "Claims"), to which they or any of them become subject due to, or which result from, any breach of the covenants, agreements, warranties, and representations

contained in this Agreement. The party entitled to indemnification shall be referred to herein as the "Indemnified Party," and the party obligated to provide indemnification shall be referred to as the "Indemnifying Party."

7.2 Notice. Any Indemnified Party shall promptly advise any Indemnifying Party of the existence of any Claim as soon as feasible, and in no event later than twenty (20) days after the Indemnified Party becomes aware of such actual or potential Claim. Thereafter, if the Indemnifying Party acknowledges his/her obligation in writing, the Indemnified Party will afford the Indemnifying Party a reasonable opportunity to undertake the defense, settlement, or other resolution of the Claim, and the Indemnified Party shall cooperate fully with the Indemnifying Party in resolving such matter. In the Indemnifying Party fails or refuses to acknowledge his/their liability or to undertake such defense, settlement or other resolution of such Claim, then the Indemnified Party may himself/themselves defend, settle, or otherwise resolve the Claim, and the Indemnifying Party shall be solely responsible for all costs incurred by the Indemnified Party in connection therewith.

7.3 Remedies. The Indemnifying Party shall promptly reimburse the Indemnified Party for the amount of any judgment rendered against the Indemnified Party with respect to any Third Party claim in litigation upon request by the Indemnified Party for any other damages arising out of any claim not involving a Third Party. To the extent that the Indemnifying Party refuses to pay in full the damages owed to the Indemnified Party, the Indemnified Party may utilize any legal or equitable remedy to collect from the Indemnifying Party the amount of such damages. Nothing contained herein is intended to limit or constrain the Indemnified Party's rights against the Indemnifying Party for indemnity, the remedies herein being cumulative and in addition to all other rights and remedies of the Indemnified Party at law or in equity.

8. Termination. If the purchase and sale provided for herein fails to close by the Closing Date, then the Closing Date shall be the next business day. If this Agreement terminates by reason of the failure of any condition provided herein to be satisfied at the time of Closing, and if the failure to satisfy such condition occurs without material fault on the part of either party hereto, then this Agreement shall terminate without liability on the part of either party hereto.

9. Default and Remedies.

9.1 Default by Buyer. If Buyer fails to perform its obligations set forth in this Agreement, and 5A Members have performed all of his/its obligations due to be performed prior to Buyer's failure, then Buyer shall be deemed in default, and 5A Members shall be entitled to any combination of the following remedies, the 5A Members may elect to treat this Agreement as terminated, in which case 5A Members may recover such damages as may be proper.

9.2 Default by the 5A Members. If the 5A Members fail to perform his/its obligations set forth in this Agreement, and Buyer has performed all of its obligations due to be performed prior to the 5A Members' failure, then the 5A Members shall be deemed in default, and Buyer shall be entitled to any combination of the following remedies: (a) Buyer may elect to treat this Agreement as terminated, in which case all payments shall be returned to Buyer and Buyer may recover such damages as may be proper, or (b) Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to an action for specific performances or damages.

10. **Miscellaneous.**

10.1 Costs. Except as otherwise provided in this Agreement, Buyer shall pay all costs associated with this transaction, including, but not limited to attorney fees associated with prepare the documents necessary to consummate this transaction. These fees shall be paid on the day of closing.

10.2 No Waiver. No waiver of any breach of any provisions of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of time for performance of any other act.

10.3 Time of essence. Time shall be of the essence in the performance of all of the terms and obligations under this Agreement.

10.4 Survival of Agreement. This Agreement and all terms, warranties, and provisions hereof will be true and correct as of the time of Closing and will survive the Closing.

10.5 Notices. All notices required or permitted hereunder or under any related agreement of instrument will be deemed delivered when delivered personally or mailed, by certified mail return receipt requested or registered mail, to the parties at the addresses shown in the Exhibits A and C to this Agreement.

10.6 Successor and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, personal representatives, heirs and assigns; however, no party hereto will have any right to assign any of his/its obligations pursuant to this Agreement except with the written consent of the other party, except that Buyer may assign its interest herein to an entity owned or controlled by Buyer.

10.7 Merger. This Agreement and the Exhibits and other documents related hereto set forth the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except in writing subscribed to by all of such parties.

10.8 Governing Law. This Agreement in entered into in Weld County, Colorado, and it will be governed in all respects by the laws of Colorado.

10.9 Modifications or Severance. In the event that any provision of this Agreement is found by any Court of other authority of competent jurisdiction to be illegal or unenforceable, such provision will be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this Agreement will continue in full force and effect.

10.10 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

10.11 Attorney's Fees and Costs for Enforcement. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums which either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

11. Alternative Dispute Resolution; Mediation. If a dispute arises relating to this Agreement, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other, the mediation, unless otherwise agreed, shall terminate. This section shall not alter any date in this Agreement, unless otherwise agreed.

12. Counterparts. A copy of this Agreement may be executed by each party (or by each representative of each party) separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties. Facsimile copies of the signatures shall be treated for all purposes as originals.

13. Inspection of Books. The parties to this Agreement acknowledge and agree that, except as otherwise may be specifically provided for in this Agreement, none of the parties has made any representations, warranties or agreements to or on behalf of any other party as to any matter concerning the transactions described in this Agreement. Each party has had the opportunity to inspect the books and records of the Company and has made such independent inspection, investigation and analysis as such party deemed appropriate. Each party is relying solely on such independent inspection, investigation and analysis.

14. Representation by Counsel. This Agreement has been negotiated at arms length without any party acting under any threat, coercion or duress. Each party has had the opportunity to consult with legal and tax counsel regarding the consequences and effect of this Agreement.

15. Continuing Obligations. The 5A Members agree to cooperate with Buyer as reasonably necessary to ensure compliance with the laws and/or rules and regulations governing the Mining Permit, including the transfer/assignment of any financial and/or performance guarantees required under the Mining Permit ("Financial Guarantee"). The amount of the Financial Guarantee is \$32,702. The funds held under the Financial Guarantee are included in the transfer of the Membership Interest to the Buyer.

Executed to be effective as of the date first set forth above.

**BUYER:**

J.L.C. Investments, LLC,  
a Colorado limited liability company

By: 

Gerald R. Carson Manager

**5A MEMBERS:**

SWM Equipment, LLC

By: Richard Stokes  
Richard Stokes, President

Richard Stokes  
Richard Stokes, individually

Eddie Stokes  
Eddie Stokes, individually

Chad Hrbek  
Chad Hrbek, individually

**Exhibit A**  
**to**  
**Agreement Regarding Transfer of**  
**Membership Interests in 5A Aggregate LLC**

(current membership interest)

<b>Members(s)</b>	<b>% of Membership Interest</b>
S.W.M. Equipment, LLC c/o Richard Stokes 3409 Montclair Drive Sherman, TX 75092	40.00%
Richard Stokes 3409 Montclair Drive Sherman, TX 75092	20.00%
Eddie Stokes 380 County Road 3777 Bloomburg, TX 75555-1940	20.00%
Chad Hrbek 844 Greenwood Road Sidney, NE 69162	20.00%
<b>Total</b>	<b>100%</b>



**Assignment of 5A Aggregate LLC  
Limited Liability Membership Interest  
(SWM to Buyer)**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SWM Equipment, LLC (“SWM”) hereby assigns, transfers, conveys and sets over unto J L C Investments, LLC, a Colorado limited liability company (“Buyer”), 100% of its membership interest (the “Interest”) in 5A Aggregate LLC, a Colorado limited liability company (“5A Aggregate”).

SWM hereby warrants and represents that it has full power and authority to convey the Interest and that such Interest is free and clear of any and all liens or encumbrances whatsoever, except as disclosed in that certain Agreement Regarding Transfer of Membership Interest (5A Aggregate LLC) dated December 21, 2023 (the “Agreement”).

Buyer hereby assumes and agrees to perform all of the obligations and duties to be performed by the owner and holder of the Interest assigned to it in accordance with the Operating Agreement of 5A Aggregate, as amended. Buyer shall indemnify, defend and hold harmless SWM from and against any and all liability, obligation, losses, costs and expenses arising from any breach by Buyer of its obligations and agreements pursuant to the preceding sentence.

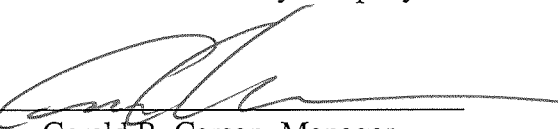
Buyer hereby accepts the foregoing assignment and hereby agrees to be bound by all terms and provisions of the Operating Agreement of 5A Aggregate, as amended.

Executed effective as of the 1st day of January, 2024.

SWM Equipment, LLC,

By:   
Richard Stokes, President

J.L.C. Investments, LLC,  
a Colorado limited liability company

By:   
Gerald R. Carson, Manager

**Assignment of 5A Aggregate LLC  
Limited Liability Membership Interest  
(Richard to Buyer)**


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Richard Stokes, individually ("Richard") hereby assigns, transfers, conveys and sets over unto J.L.C. Investments, LLC, a Colorado\_ limited liability company ("Buyer"), 100% of its membership interest (the "Interest") in 5A Aggregate LLC, a Colorado limited liability company ("5A Aggregate").

Richard hereby warrants and represents that it has full power and authority to convey the Interest and that such Interest is free and clear of any and all liens or encumbrances whatsoever, except as disclosed in that certain Agreement Regarding Transfer of Membership Interest (5A Aggregate LLC) dated December 21, 2023 (the "Agreement").


Buyer hereby assumes and agrees to perform all of the obligations and duties to be performed by the owner and holder of the Interest assigned to it in accordance with the Operating Agreement of 5A Aggregate, as amended. Buyer shall indemnify, defend and hold harmless Richard from and against any and all liability, obligation, losses, costs and expenses arising from any breach by Buyer of its obligations and agreements pursuant to the preceding sentence.

Buyer hereby accepts the foregoing assignment and hereby agrees to be bound by all terms and provisions of the Operating Agreement of 5A Aggregate, as amended.

Executed effective as of the 1st day of January, 2024.

  
Richard Stokes, individually

J.L.C. Investments, LLC,  
a Colorado limited liability company

By:   
Gerald R. Carson, Manager

**Assignment of 5A Aggregate LLC  
Limited Liability Membership Interest  
(Eddie to Buyer)**

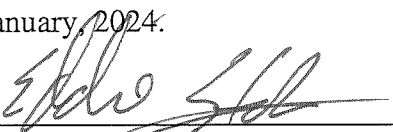
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Eddie Stokes, individually (“Eddie”) hereby assigns, transfers, conveys and sets over unto J.L.C. Investments, LLC, a Colorado limited liability company (“Buyer”), 100% of its membership interest (the “Interest”) in 5A Aggregate LLC, a Colorado limited liability company (“5A Aggregate”).

Eddie hereby warrants and represents that it has full power and authority to convey the Interest and that such Interest is free and clear of any and all liens or encumbrances whatsoever, except as disclosed in that certain Agreement Regarding Transfer of Membership Interest (5A Aggregate LLC) dated December 21, 2023 (the “Agreement”).


Buyer hereby assumes and agrees to perform all of the obligations and duties to be performed by the owner and holder of the Interest assigned to it in accordance with the Operating Agreement of 5A Aggregate, as amended. Buyer shall indemnify, defend and hold harmless Eddie from and against any and all liability, obligation, losses, costs and expenses arising from any breach by Buyer of its obligations and agreements pursuant to the preceding sentence.

Buyer hereby accepts the foregoing assignment and hereby agrees to be bound by all terms and provisions of the Operating Agreement of 5A Aggregate, as amended.

Executed effective as of the 1st day of January, 2024.

  
\_\_\_\_\_  
Eddie Stokes, individually

J.L.C. Investments, LLC,  
a Colorado limited liability company

By:   
\_\_\_\_\_  
Gerald R. Carson, Manager

**Assignment of 5A Aggregate LLC  
Limited Liability Membership Interest  
(Chad to Buyer)**

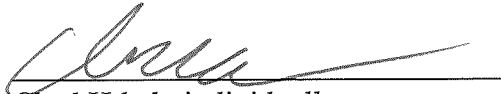
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chad Hrbek, individually (“Chad”) hereby assigns, transfers, conveys and sets over unto J.L.C. Investments, LLC, a Colorado limited liability company (“Buyer”), 100% of its membership interest (the “Interest”) in 5A Aggregate LLC, a Colorado limited liability company (“5A Aggregate”).

Chad hereby warrants and represents that it has full power and authority to convey the Interest and that such Interest is free and clear of any and all liens or encumbrances whatsoever, except as disclosed in that certain Agreement Regarding Transfer of Membership Interest (5A Aggregate LLC) dated December 21, 2023 (the “Agreement”).


Buyer hereby assumes and agrees to perform all of the obligations and duties to be performed by the owner and holder of the Interest assigned to it in accordance with the Operating Agreement of 5A Aggregate, as amended. Buyer shall indemnify, defend and hold harmless Chad from and against any and all liability, obligation, losses, costs and expenses arising from any breach by Buyer of its obligations and agreements pursuant to the preceding sentence.

Buyer hereby accepts the foregoing assignment and hereby agrees to be bound by all terms and provisions of the Operating Agreement of 5A Aggregate, as amended.

Executed effective as of the 1st day of January, 2024.

  
Chad Hrbek, individually

J.L.C. Investments, LLC,  
a Colorado limited liability company

By:   
Gerald R. Carson, Manager

**First Amendment  
to the  
Operating Agreement of  
5A Aggregate LLC**

This First Amendment to the Operating Agreement of 5A Aggregate LLC (this “First Amendment”), hereby amends the Operating Agreement of 5A Aggregate LLC, a Colorado limited liability company, by and between the Members executed effective as of January 1, 2017 (the “Operating Agreement”).

- 1) Pursuant to Section G.2. of the Operating Agreement the Members reserved the right to amend the Operating Agreement.
- 2) The Members desire to amend Exhibit A to the Operating Agreement.

IT IS THEREFORE AGREED, THAT THE OPERATING AGREEMENT IS AMENDED, EFFECTIVE AS OF JANUARY 1, 2024, AS FOLLOWS:

1. Exhibit A. Exhibit A, Membership Interests, is hereby amended in its entirety to read as follows:

<b>Members(s)</b>	<b>% of Percentage Interest</b>
J.L.C. Investments, LLC c/o Gerald R. Carson, Manager 1741 W. 112 <sup>th</sup> Ave., Westminster, CO 80234	100.00%
<b>Total</b>	<b>100.00%</b>

2. Capitalized Terms not otherwise defined herein shall have the same meaning as in the Operating Agreement.

3. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Signature pages may be delivered by facsimile or e-mail, each of which shall be binding and enforceable, to the same effect as if the original signature pages were executed and delivered.

4. The undersigned hereby ratify and confirm all other terms of the Operating Agreement, and hereby agree to be bound by all the terms and provisions of the Operating Agreement, as amended.

5. The previous Members consent to the admission of J L C Investments, LLC, a Colorado limited liability company as the sole Member of 5A Aggregate LLC.

EXECUTED by the undersigned to be effective as of the date set forth above.

**SOLE MEMBER:**

J.L.C. Investments, LLC,  
a Colorado limited

By: \_\_\_\_\_

Gerald R. Carson, Manager

**PREVIOUS MEMBERS:**

SWM Equipment, LLC,

By: \_\_\_\_\_

Richard Stokes, President

\_\_\_\_\_

Richard Stokes, individually

\_\_\_\_\_

Eddie Stokes, individually

\_\_\_\_\_

Chad Hrbek, individually